

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ELECTRICAL UPGRADE CONSTRUCTION SERVICES FOR THE GREER, SOUTH CAROLINA AIR TRAFFIC CONTROL TOWER (ATCT)

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The classification for this acquisition is **238210, Electrical Contractors and Other Wiring Installation Contractors**.

NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

The Contractor and its subcontractors shall provide immediate notice to the CO in the event of being suspended, debarred or declared ineligible by any Federal Government Agency or Department, or upon receipt of a notice of proposed debarment from any Federal Government Agency or Department during the performance of this contract.

DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. This statement includes seminars, professional society meeting/conferences and meetings with foreign dignitaries both government and from the private sector. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer. The following schedule is established as a guideline when requesting consent (calendar days):

- Written information - 15 calendar days
- Oral information - 15 calendar days
- Congressional information – 10 calendar days

Any Contractor proposals for perspective work, exclusive of this contract, for which the Contractor may employ information generated in the performance of this contract, the Contractor is required only to notify the Contracting Officer of its intent to submit a proposal. Such notification shall include a brief description of the requirement for which the Contractor is proposing and indicate the Government or business entity to which the proposal is being submitted.

ACCESS TO GOVERNMENT FACILITIES

The effort to be performed under this contract will be at facilities operated by the Federal Aviation Administration. The Contractor will be granted ingress and egress at the specific site where the effort is to be accomplished.

While Contractor personnel are at Government facilities, they are required to comply with all rules and regulations of the site, particularly in the areas of health and safety. The facilities to which the Contractor has access at all times will be in the custody of the Federal Government and will not be considered "Government Property" furnished to the Contractor.

The scheduling of access to Government facilities shall be under the control of the Government. Facility availability will be scheduled to permit timely performance of contract requirements.

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The Contractor must require that all Contractor personnel who perform work at FAA facilities wear identification badges which clearly identify individuals as Contractor employees.

The Government reserves the right to issue its own contractor identification badges. If Government badges are required, they will be issued in accordance with Government procedures.

If it is brought to the attention of the Government that any Contractor or subcontractor employee working on this contract does not meet the minimal work requirements, as defined in the below Section, the Contractor will be advised in writing by the Contracting Officer, and access to FAA facilities may be denied for that employee.

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting an FAA facility, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

QUALIFICATIONS OF EMPLOYEES/RESUME APPROVAL

a. The Contracting Officer will provide notice to the Contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Contractor shall take appropriate action, including the removal of such employees from working on this FAA contract, at their own expense. The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

b. The Government reserves the right to review resumes of personnel to ensure that the personnel being assigned meet the minimum requirements for the labor category proposed. Final determination rests with the CO with input from the COR. The Contractor shall be responsible for assigning its personnel, but may be requested to remove an employee from performance (1) if the CO determines a person is not qualified for the labor category proposed, (2) during performance the employee proves unable to perform the requirements, or (3) the employee poses a threat to the life and safety of other personnel or facilities.

c. The Contractor is required to flow down this provision to all subcontractors.

SUBCONTRACT CONSENT

The Contractor shall submit subcontract consent packages for all subcontracts over \$100,000 to the CO in accordance with the FAA AMS 3.10.2-1, Subcontracts (Fixed-Price Contract) (Apr 1996). The CO and the COTR will review and approval prior to issuance of a subcontract. The CO will provide a written response approving or disapproving the proposed subcontractor(s).

SUBCONTRACTORS

a. **SUBCONTRACTOR'S QUALIFICATIONS:** Any subcontractors participating under this contract and have a contract of \$100,000 or more must be capable of demonstrating adequate experience and the ability to perform the work satisfactorily. The subcontractor must have adequate manpower for the task assigned and must be financially capable of performing the assigned tasks.

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The Contractor shall provide the Contracting Officer with proof that each subcontractor has a minimum of **three (3)** years current experience in the discipline proposed. Equipment and materials shall be provided with full warranty privileges.

b. Before employment of any additional subcontractor under this contract, the Contractor shall obtain the consent of the Contracting Officer. The Contracting Officer has sole responsibility for approving subcontracts and consulting agreements. The advanced notification for consent to subcontract shall be submitted to the Contracting Officer in writing. In requesting such agreements, the Contractor shall furnish all pertinent information required by the Contracting Officer, which may include, as a minimum, the name or names of individuals under consideration, extent of the proposed employment, the unexecuted subcontract document, any potential conflict of interest, and the rate of reimbursement.

c. The Contractor is authorized to use the following subcontractors in the performance of this effort:

Subcontractor Name
TBD

Address
TBD

d. The Contractor shall obtain the Contracting Officer's written consent before making any substitution IAW the above paragraph, Subcontract Consent.

ATTORNEY/CLIENT PRIVILEGE

a. During performance of the contract and all Orders, the Contractor may be required to attend meetings at which FAA employees seek and receive legal advice from FAA attorneys. The FAA intends, and the Contractor agrees, that such advice is to be treated as confidential legal advice, that the Contractor will not discuss such legal advice with non-FAA personnel, that such advice will not be included in notes, written reports, or minutes of such meetings, and that for purposes of asserting the Attorney-Client privilege with regard to such information, the Contractor shall be considered an agent of the FAA.

b. In the event of litigation involving third parties to which the Contractor is not a named party, the Contractor shall support the FAA by promptly providing to the FAA any documents requested as part of discovery which the Contractor may have in its possession, and by making Contractor employees available for depositions or testimony at hearings. This provision does not preclude the Contractor or the Contractor employees from being represented by counsel retained by the Contractor or the Contractor employee, provided such representation is at no direct cost to the Government.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors

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may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.2.3-42 DIFFERING SITE CONDITIONS (July 2004)

(a) Before the conditions are disturbed, the Contractor (you) must promptly notify the Contractor Officer (CO) in writing of either or both of the following conditions:

(1) Subsurface or latent physical conditions at the site which differ materially from those described in this contract.

(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent to the type of work the contract covers.

(b) FAA (we) will investigate the site conditions promptly after receiving the notice. If the CO determines that the conditions do materially differ and cause an increase or decrease in your cost of, or the time required for, performing any part of the work under this contract, the CO will make an equitable adjustment under this clause and modify the contract accordingly in writing.

(c) The CO will not accept your request for an equitable adjustment to the contract unless you give the written notice. However, the CO may extend the time for giving written notice.

(d) The CO will not accept your request for an equitable adjustment for differing site conditions after we make final payment under this contract.

3.2.2.3-20 ELECTRONIC OFFERS (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means, **E-Mail**. Your offer must be received and the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to nadia.shash@faa.gov

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer

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3.2.2.3-63 SITE VISIT (CONSTRUCTION) (July 2004)

(a) AMS clauses 3.2.2.3-42, Differing Site Conditions, and 3.2.2.3-43, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded under this SIR. Accordingly, FAA urges and expects Offerors to inspect the site where the work will be performed.

(b) Site visits can be arranged during normal duty hours by contacting: Joshua Greene (Joshua.Greene@faa.gov) at least **5 business days in advance (November 27, 2012) and no later than 4:30 PM EST.**

Notice:

Due to the nature of the work environment in the performance of this contract requirement, it is mandatory that all Offerors attend the scheduled site visit to evaluate the work areas and existing site conditions before submitting Proposal. All expenses for the required site visit shall be the responsibility of the contractor. The U.S. Government will not reimburse any expenses incurred for the purpose of soliciting bids for this contract. Additionally, please note that there is limited parking, so if you intend to have more than one party from your firm attend please consider carpooling.

The mandatory Site Visit is scheduled for **December 4, 2012 at 10:00 AM EST.**

3.4.1-4 PERFORMANCE BOND REQUIREMENTS (October 2010)

(a) The contractor is required to submit a performance bond in a penal amount equal to 100 percent of the contract price, unless another amount is specified in the contract "Schedule," within the time specified by the Contracting Officer.

(b) The bond must be executed on specified forms, and sureties must be acceptable to the Federal Aviation Administration. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list.

(c) Failure to submit an acceptable bond may be cause for termination of the contract for default.

3.4.1-5 PAYMENT BOND REQUIREMENTS (April 1996)

(a) The contractor is required to submit a payment bond in the penal amount set forth in the "Schedule," within the time required by the Contracting Officer.

(b) The bond must be executed on the forms attached to this SIR, and sureties must be acceptable to the Federal Aviation Administration. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list.

(c) Failure to submit an acceptable bond may be cause for termination of the contract for default.

Notice:

The contractor shall furnish a Payment Bond in an amount equal to 100 percent of the contract price with surety and sureties acceptable to the Government.

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3.4.1-5 ADDITIONAL BOND SECURITY (April 1996)

If any surety furnishing a bond in connection with this contract becomes unacceptable to the Federal Aviation Administration or fails to furnish reports on its financial condition as requested by the Contracting Officer, or if the contract price increases to the point where the security furnished becomes inadequate in the Contracting Officer's opinion, the contractor must promptly furnish additional security as required to protect the interests of the Federal Aviation Administration and of persons supplying labor or materials in performance of this contract.

3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (January 2011)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

<u>Position</u>	<u>Risk Level</u>
Superintendent	1
Project Manage	1
Foremen	1
Laborers	1

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of

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Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through
- the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.
- The applicant must complete the eQIP form and submit other required material within
- 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

**Federal Aviation Administration
FAA Southern Regional Office
1701 Columbia Ave.
College Park, GA 30337
ATTN: Cynthia Floyd**

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

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- (d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.
- (e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.
- (f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.
- (g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.
- (h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.
- (i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause.
- (j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (**FAA Security and Investigations Division, ASO-750, Telephone: (404) 305-6770**) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.
- (k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.
- (l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

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(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA

3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (April 2008)

(a) Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

- (1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;
- (2) A risk or sensitivity level designation can be made for the position; and
- (3) The appropriate security-related background investigation/inquiry can be adequately conducted.

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

3.14-4 ACCESS TO FAA SYSTEMS AND GOVERNMENT-ISSUED KEYS, PERSONAL IDENTITY VERIFICATION (PIV) CARDS, AND VEHICLE DECALS

(April 2012)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Representative (COR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$75.00 for each key, PIV Card, and vehicle decal lost, stolen, or

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not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COR, and Investigations and Security Branch, ASO-750, Tel: (404) 305-6770. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the Greer, South Carolina Air Traffic Control Tower (ATCT) must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Designated FAA Representative. Arrangements for processing the identification cards, including

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photographs and lamination can be made by the contacting CO.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.